

INFORMATION ABOUT EAST CAPITAL FINANCIAL SERVICES AB (“ECFS”) AND ITS SERVICES

May 2024

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1. CONTACT INFORMATION

Company name:	East Capital Financial Services AB ("ECFS")
Registration number:	556988-2086
Visiting address:	Kungsgatan 28, 111 56 Stockholm
Auditor:	KPMG AB (Chief Auditor Mårten Asplund)
Phone number:	+46 (0)8 505 885 00
Email address:	ecfs@eastcapital.com
Website:	www.eastcapital.group

You are always welcome to contact us.

2. PERMISSIONS

ECFS is a securities company under the supervision of the Swedish Financial Supervisory Authority ("Finansinspektionen").

ECFS holds the following permits with Finansinspektionen:

- Reception and transmission of orders concerning one or more financial instruments
- Execution of orders on behalf of clients
- Portfolio management
- Investment advice
- Custody of financial instruments on behalf of clients and receipt of funds with an accounting obligation
- Management of fund units
- Insurance distribution authorization (life)

Contact Information to Finansinspektionen:

Postal address:	Box 7821, 103 97 Stockholm
Visiting address:	Brunnsgatan 3, Stockholm
Phone number:	08-787 80 00
Fax number:	08-24 13 35
Email address:	finansinspektionen@fi.se
Website:	www.fi.se

3. TIED AGENTS

ECFS has appointed several companies as tied agents for investment advice. The tied agents are primarily legal entities that have entered into an agreement to (i) market investment or ancillary services, (ii) receive or transmit instructions or orders regarding investment services or financial instruments, and (iii) provide investment advice to customers regarding these instruments on behalf of Hjerta Invest. Hjerta Invest is a secondary name for ECFS.

A tied agent is considered part of ECFS' own operations and staff, which means that ECFS is responsible for any

pure economic damage that a tied agent intentionally or negligently causes you as a customer. The companies that are currently tied agents to ECFS are listed on the ECFS website.

Tied agents are registered with the Swedish Companies Registration Office, which can provide information about tied agents.

Contact Information for the Swedish Companies Registration Office:

Postal address: 851 81 Sundsvall

Phone number: 060-184000

Information on tied agents to ECFS is also available in the Financial Supervisory Authority's company register.

The following sections (4–15) about ECFS apply similarly, where relevant, to tied agents of ECFS.

4. SERVICES

ECFS offers investment advice and portfolio management. For non-professional investors, ECFS limits investment advice and portfolio management to only cover securities funds and other funds governed by the European UCITS Directive as well as Swedish special funds.

ECFS also provides investment savings accounts (ISK) and depositories to its own advisory and portfolio management clients (both direct clients and clients who have entered into agreements via tied agents) as well as to insurance companies regarding assets held in custody.

5. INVESTMENT ADVICE

The advice provided by ECFS is not independent. This means that ECFS offers its own products or products provided by other companies within the East Capital group (mainly East Capital Asset Management S.A). The selection of funds on which the advice is based is thus limited to funds provided by affiliated companies within the East Capital group as well as other funds approved by ECFS' product governance committee at any given time. Therefore, the investment advice offered by ECFS is not suitable for clients seeking independent advice with a broad range of financial instruments.

Regulations require that investment advisors always provide suitable advice to the customer. The regulations also require documenting each piece of advice given to the customer and the reasons for each advice ("suitability assessment"). The documentation must be designed in such a way that it is clear that each given advice is suitable for the customer.

A securities company must, when providing investment advice or portfolio management, obtain necessary information from the customer about their knowledge and experience of financial instruments as well as their financial situation and investment objectives (including sustainability preferences), so that the company can recommend services and instruments suitable for them. Information about the customer's financial situation and investment objectives should provide sufficient basis for the securities company to assess and particularly

consider the customer's risk tolerance and ability to bear losses.

The customer's investment objectives include how long they wish to hold the investment, their risk appetite and risk profile, the purpose of the investment, and any sustainability preferences.

ECFS and its tied agents do not receive any commissions or other compensation (third-party compensation) from anyone other than the customers. If this cannot be avoided for some reason, ECFS and its tied agents will forward the received third-party compensation to the customer. The tied agent providing the investment advice is free to recommend the financial instruments that best suit the customer within the framework determined by ECFS.

ECFS has contact with fund companies whose funds are available for trading with ECFS. From these, ECFS and tied agents can obtain information, data, and documentation about capital management in general and about specific funds. Employees from ECFS and tied agents also participate in conferences, seminars, and other informational events regarding the benefits of certain types of funds and certain investment philosophies. During these events, it may occur that the fund company provides ECFS representatives with minor non-monetary benefits, such as free seminar fees or lunch during the seminar. Such minor non-monetary benefits can be accepted provided they are reasonable and proportional and do not affect ECFS' and the tied agents' behaviour or independence in a way that is detrimental to the customer's interest.

6. LANGUAGE FOR COMMUNICATION WITH ECFS

ECFS normally uses Swedish in all documentation and informational materials. However, some materials concerning securities funds and some general informational materials about ECFS' investment philosophy may be in English. In contacts between customers and ECFS, Swedish is used.

7. REPORTS FROM ECFS

For each order executed by ECFS on behalf of a customer, ECFS saves information that the customer can access via customer login on the website or application belonging to ECFS or the tied agent through which the customer opened the investment savings account or other depository with ECFS. The information includes, for example, the price of the financial instrument bought or sold and any costs and fees charged to the customer.

Customers can at any time via customer login on the above-mentioned website or application get a summary of their financial instruments and liquid assets with ECFS. The value of the financial instruments is updated daily. Via customer login on the above-mentioned website or application, customers will also have access to the following documents where applicable:

- Information on the characteristics and risks of financial instruments
- Information on the investment savings account or depository
- Information on costs, fees, and charges
- Privacy policy
- Documentation related to advice and portfolio management

- Entered agreements with appendices and general terms
- Direct debit authorization
- Fund fact sheets and, where applicable, PRIIP fact sheets

8. CLIENT CATEGORIZATION – DIFFERENT PROTECTIONS

8.1. General

According to the Securities Market Act, ECFS must categorize all its customers into “professional client” or “non-professional client,” whereby certain “professional clients” may be treated as “eligible counterparties.”

Non-professional client (private individuals and most companies)

Professional client (larger companies and other financial institutions)

Eligible counterparty (authorities, central banks, and other banks)

The purpose of the law is that these client categories have different levels of client protection tailored to the individual client. The highest level of protection is for “non-professional clients.” ECFS categorizes all clients as “non-professional.” This categorization means that clients receive the highest level of investor protection required by law from ECFS. This is also an advantage for clients who might otherwise have been classified as professional.

For credit institutions, securities companies, and fund companies, management companies, and AIF managers, special rules apply. Please contact ECFS for more information.

8.2. The investor protection that “Non-professional clients” receive

The protection for non-professional clients includes, among other things, the following:

ECFS' duty to provide information: ECFS has an extensive duty to provide information. Clients should, for example, always receive clear information about prices and fees for the financial instruments and services provided by ECFS. ECFS also provides more information (see above “7. REPORTS FROM ECFS”). They also receive information that investments in financial instruments and on various markets and within different sectors are associated with a number of risks. Information on financial instruments and risks is provided when the client enters into an agreement with ECFS.

When trading financial instruments, ECFS has to assess whether the client has the necessary knowledge and experience to understand the risks associated with trading in the financial instrument.

To provide an individual recommendation on investing in a particular financial instrument (investment advice) or to manage a client's financial instruments and make investments in the client's portfolio according to a specific agreement (portfolio management), ECFS must first assess which financial instruments are suitable for the client (suitability assessment). This assessment is based on the client's investment objectives, risk tolerance, financial situation – whether the client can bear the financial risk – and the client's knowledge and experience of the relevant service or financial instruments.

9. SWEDSEC AND INSURESEC

ECFS is affiliated with SwedSec. All employees at ECFS who work with licensed activities have passed the licensing test and undergo annual knowledge updates.

Furthermore, all advisors active in ECFS as tied agents are licensed by InsureSec. InsureSec provides licensing for insurance intermediaries who also act as investment advisors. To obtain a license, high standards of suitability, professional experience, knowledge, and the ability to comply with the relevant regulations are required.

For more information, please visit www.swedsec.se and www.insuresec.se

10. BEST EXECUTION POLICY

All ECFS non-professional clients have their depository with ECFS. ECFS' agreements and general terms for the relevant depository (ISK, naked depository, etc.) state that ECFS forwards all orders to MFEX Mutual Funds Exchange AB ("MFEX") for execution. MFEX is a Swedish securities company subject to the Securities Market Act. When a client chooses to have their depository with ECFS and agrees to the related terms, the client is considered to give a "specific instruction" to ECFS to forward orders to MFEX for execution. Therefore, ECFS cannot ensure the best possible result for the client as stated in ECFS' "Best Execution Policy," which is available on the website.

11. SUMMARY OF ECFS' "CONFLICT OF INTEREST HANDLING POLICY"

Sometimes conflicts of interest may arise between the customer, on one side, and ECFS and its employees (including tied agents), on the other side, or between customers. ECFS strives to avoid such conflicts. Therefore, ECFS has adopted guidelines for managing conflicts of interest summarized below.

By law, ECFS has to identify, analyse, and manage potential and actual conflicts of interest that may arise in ECFS. ECFS has an obligation to prevent customers' interests from being adversely affected by conflicts of interest. If a conflict of interest arises, it must be managed so that the individual customer's interests are not disadvantaged. If the measures taken are not sufficient to prevent the customer's interests from being affected, ECFS must inform the customer of the conflict of interest.

The guidelines for conflicts of interest apply to all employees at ECFS, ECFS' contracting parties, board members, and direct and indirect owners of ECFS. Conflicts of interest are regularly discussed within ECFS at all levels of the organisation. If a change occurs in ECFS' operations or organisation, consideration must be given to any conflicts of interest that may arise.

The main principles at ECFS are that all potential and actual conflicts of interest must be managed to always safeguard the customer's best interest. A review of conflicts of interest within ECFS is conducted annually or more frequently if necessary. If a conflict of interest arises in daily operations without being identified or managed, it must be incident reported and reported to the company's compliance function.

To reduce the scope for conflicts of interest, ECFS has adopted rules for employees' private transactions with financial instruments.

In short, employees are free to buy and sell fund units. If they wish to conduct transactions in other financial instruments, they must be pre-approved. Such approval will not be granted if any of the funds provided by a company within the East Capital group will invest in the same instrument.

ECFS has also adopted a compensation policy that limits any variable compensation for employees who can affect the risk in ECFS or in the funds managed by ECFS. The variable compensation may also be partially deferred for up to three years. The variable compensation should not be predominantly based on quantitative factors. Finally, variable compensation should also be based on the sustainability aspects that ECFS considers in its services.

If you would like more information on ECFS' guidelines for handling conflicts of interest, please feel free to contact us, see above "1. CONTACT INFORMATION."

12. CUSTOMERS' FINANCIAL INSTRUMENTS AND FUNDS, INVESTOR PROTECTION, DEPOSIT GUARANTEE, AND LIABILITY INSURANCE

The money you deposit with ECFS is received with an obligation to account for it by depositing it into a special client funds account at SEB. This means that your cash is kept separate from ECFS' own assets. This means that in the event of an ECFS bankruptcy, you have the right to reclaim your cash from the bankruptcy estate regardless of the amount. The state deposit guarantee does not apply to ECFS, but if ECFS goes bankrupt, your money is protected by being held in ECFS' client funds account at SEB.

The state deposit guarantee applies to SEB. This means that if SEB goes bankrupt, the cash in ECFS' client funds account at SEB is protected by the state deposit guarantee. For client funds accounts, the main rule is that each individual owner of the money is compensated up to the maximum amount of the deposit guarantee, slightly over one million Swedish kronor. The Swedish National Debt Office should make the compensation available to the customer within seven working days from the date SEB was declared bankrupt or the Financial Supervisory Authority decided that the guarantee should come into effect.

The following depositors, or their foreign equivalents, cannot receive compensation from the guarantee: banks, credit market companies, securities companies, insurance companies, reinsurance companies, mutual benefit societies, financial institutions under the Banking and Financing Business Act, securities funds or alternative investment funds, pension funds, pension foundations, county councils, municipalities, or government authorities.

Regarding the fund units that are held in custody at ECFS, ECFS, in turn, has chosen to store these with SEB. The custody is in the name of ECFS for the account of customers. If SEB were to go bankrupt, ECFS has the right of separation for these fund units.

ECFS does not trade in fund units for its own account. Thus, there is no risk that customers' fund units will be mixed with those owned by ECFS.

Primarily, your money and fund units are protected on your behalf by being recorded separately, i.e., kept separate from ECFS' assets. If for some reason it is still not possible to identify your cash or fund units, the state investor protection applies according to the Investor Protection Act.

The investor protection amounts to a maximum of 250 000 Swedish kronor. The mentioned compensation can also include funds that ECFS has received with an obligation to account for. A customer who wants compensation must present their claim to the Swedish National Debt Office within one year from the date of the bankruptcy decision, which after review, will pay the compensation.

Liability Insurance

Although ECFS aims for you as a customer to be satisfied with the service and services that ECFS provides, we want you to feel secure that ECFS can compensate you in the event of any damage resulting from investment advice. ECFS has liability insurance with the insurance company AXA XL, which means that customers do not risk being without compensation due to damage caused by ECFS because of lack of payment ability or willingness. Any compensation resulting from damage is paid out of ECFS' insurance in such cases. Customers requesting compensation can present their claim directly to the insurer.

13. RETAINED ELECTRONIC COMMUNICATION, ETC.

ECFS retains electronic communication and may also record and retain telephone calls that can be assumed to lead to a transaction, such as when the customer places orders for trading or gives instructions regarding their custody account and connected accounts. Copies of retained electronic communication and any recorded calls with the customer will be available on request for a period of five years. The customer has the right to request access to retained electronic communication and any recorded calls, for which ECFS has the right to charge a reasonable fee.

Documentation related to investment advice and/or portfolio management is saved for ten years after the advice was given or after the customer relationship ended (the later of these two).

14. COMPLAINTS, ETC.

ECFS strives to maintain a high level of service, and it is important to us that all our customers are satisfied with our services. Received complaints are therefore taken very seriously. If you are dissatisfied with how we have handled your case, we ask you to first contact the relevant department. Complaints are, of course, free of charge.

How to file a complaint:

First, contact your advisor or the distributor who provided the product to you. If you are still not satisfied after receiving a response from your first contact, you can contact our Complaints Officer.

Please write to us, describing what happened, what you are dissatisfied with, and who you have previously contacted, as clearly and comprehensively as possible.

Write to us via email at klagomal@eastcapital.com, or via mail to:

East Capital Financial Services AB

Att: Complaints Officer

Box 1364, 111 93 Stockholm

We strive to respond to your complaint without unnecessary delay and no later than 14 days after we receive it. If the response requires a longer processing time, you will be informed of this.

Complaints received by us are handled carefully and promptly. If we do not consider that we can meet a complaint, you have the right to receive a written response with our reasons for this.

Handling is facilitated if you attach your documentation of the case and briefly describe what you want to complain about and how you want us to correct it. If we cannot answer your case within 14 days from receiving the complaint, you will receive written information about this as well as information on the continued processing of your case.

If you are still not satisfied after receiving a response from the Complaints Officer, you can contact one of the following bodies:

For advice

Consumer Guidance

Consumer advisor in your municipality

Konsumenternas

Box 24215, 104 51 Stockholm, Sweden

Phone 0200-22 58 00 (from abroad: +46 8 22 58 00)

www.konsumenternas.se

Consumer Agency (KO) / Hallå Konsument

Consumer Agency, Box 48, 651 02 Karlstad. Phone 0771-42 33 00.

www.konsumentverket.se

Hallå Konsument, Box 48, 651 02 Karlstad. Phone 0771-525 525.

www.hallakonsument.se

For dispute resolution

The National Board for Consumer Disputes (ARN)

Kungsholmstorg 5, Box 174, 101 23 Stockholm

Phone 08-508 860 00

www.arn.se

Also via the EU's online platform <http://ec.europa.eu/odr>

General court, Judicial Agency

<https://www.domstol.se/hitta-domstol/allmanna-domstolar/>